

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: March 15, 2006

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance

Staff Contact Person: John W. King

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**AGENDA ITEM WORDING:** Approval to award bid and enter into a contract with Master Mechanical Services, Inc. for the central air conditioning maintenance and repair for the Upper Keys Facilities.

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**ITEM BACKGROUND:** On January 17, 2006, the contract for a/c maintenance and repair with Miller Mechanical, Inc. expired and, although the contract provided for one 1-year renewal, Miller Mechanical, Inc. elected not to renew the contract. A bid opening was held on February 23, 2006, with two bidders responding: Master Mechanical Services, Inc. and Weathertol Maintenance Corp. After analyzing the two bids, it was determined that awarding the contract to Master Mechanical Services, Inc., would be in the best interest of Monroe County.

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**PREVIOUS RELEVANT BOCC ACTION:** On December 15, 2004, the BOCC approved a contract with Miller Mechanical, Inc.

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval as stated above.

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**TOTAL COST:** \$25,000 not to exceed per year  
**COST TO COUNTY:** Same

**BUDGETED:** Yes X No       
**SOURCE OF FUNDS:** Ad Valorem

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

Beth Lelo for  
C. Dent Pierce, Director Public Works

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Master Mechanical Services, Inc. Contract #             
 Effective Date: 03/15/2006  
 Expiration Date: One year  
 Contract Purpose/Description: Approval to award bid and enter into a contract with Master Mechanical Services, Inc. for the central air conditioning maintenance and repair for the Upper Keys Facilities  
 Contract Manager: Jo B. Walters 4549 Facilities Maint/Stop #4  
 (Name) (Ext.) (Department/Stop #)  
 for BOCC meeting on 03/15/06 Agenda Deadline: 02/28/06

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 25,000 Not Current Year Portion: \$ 15,000 app  
 to Exceed  
 per year  
 Budgeted? Yes ☒ No ☐ Account Codes: 20501 - 530340  
 Grant: \$ N/A  
 County Match: \$ N/A

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$           /yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>3/1/06</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Chris Duen</u>	<u>3/2/06</u>
Risk Management	<u>2-28-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawik</u>	<u>2-28-06</u>
O.M.B./Purchasing	<u>3/1/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Spadaro</u>	<u>3/1/06</u>
County Attorney	<u>2-28-06</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>J. M. Gurnisley</u>	<u>2-28-06</u>

Comments: fill in bid proposal date on p. one, dates on p. 4 ✓ OK  
\* Public Entity Crime Statement missing ✓ OK included in bid specs. SMG

**ADMINISTRATIVE SERVICES DEPARTMENT**

**PURCHASING OFFICE**

**TABULATION SHEET**

OPEN DATE: AT 3:00 PM, February 23, 2006

TITLE: CENTRAL A/C MAINTENANCE & REPAIR UPPER KEYS FACILITIES

RESPONDENT	BID BOND	TOTAL PRICE
Master Mechanical Services, Inc	N/a	\$65.00 Per Hour Mechanic - \$115.00 Per Mech + Helper Labor Costs for Regular Hours 8:00 to 5:00
		\$97.50 Per Hour Mechanic - \$ 172.50 Per Mech + Helper Labor Costs for Overtime Hours & Holidays
		\$ 10.00 Per Pound R-22 Materials - Freon for Recharging Systems
		Manufacture's Invoice plus 20 % Materials and Replacement Parts
Weatherol Maintenance Corp	N/A	\$65.00 Per Hour Mechanic - \$ 115.00 Per Mech + Helper Labor Costs for Regular Hours 8:00 to 5:00
		\$ 97.50 Per Hour Mechanic - \$ 172.50 Per Mech + Helper Labor Costs for Overtime Hours & Holidays
		\$ 7.80 Per Pound R-22 Materials - Freon for Recharging Systems
		Manufacture's Invoice plus 30 % Materials and Replacement Parts

Bid Committee Present: Carlos Victores - Purchasing Office  
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - senior buyer

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, A.D., by and between MONROE COUNTY, a political subdivision of the State of Florida, 1100 Simonton Street, Key West, FL. 33040 (hereinafter call the "County"), and MASTER MECHANICAL SERVICES, INC. whose address is 6187 NW 167 Street, H-25, Miami, Florida 33015 (hereinafter called the "Contractor").

That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

**1. THE CONTRACT**

The contract between the County and the contractor, of which this agreement is a part, consists of the contract documents, as specified in paragraph 2.

**2. THE CONTRACT DOCUMENTS**

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal dated February 8, 2006, and all required insurance documentation. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

**3. SCOPE OF THE WORK**

The Contractor shall provide all necessary supplies and equipment required and perform all of the work described and entitled:

**CENTRAL A/C MAINTENANCE & REPAIR  
UPPER KEYS FACILITIES  
MONROE COUNTY, FLORIDA**

which shall include

- A. Routine repairs and maintenance of all county maintained central air conditioning units in the Upper Keys area.
- B. Emergency repairs of all county maintained central air conditioning units in the Upper Keys area. The CONTRACTOR shall be available 24 hours per day, 365 days per year. The CONTRACTOR shall be at the site of an air conditioning malfunction within three (3) hours of verbal notification by the COUNTY.
- C. The CONTRACTOR shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained central air conditioning units so that such emergency repairs will be completed within 48 hours of notification by the COUNTY.
- D. The COUNTY shall reimburse the CONTRACTOR for the Manufacturer's invoice cost of all parts and materials, plus percentage indicated in section 4 of

the bid form, that are used in the repair of all county maintained central air conditioning units. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the County for any part, regardless of the cost. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use.

- E. The facilities are located throughout the Upper Keys area. Buildings to be serviced shall include, but shall not be limited to, the following:

P.K. PUBLIC WORK OFFICES

186 KEY HEIGHTS DRIVE, PLANTATION KEY

SHERIFF SUB-STATION

88770 OVERSEAS HIGHWAY, PLANTATION KEY

GOVERNMENT CENTER/COURTHOUSE

HIGHPOINT ROAD, PLANTATION KEY

SOCIAL SERVICES BUILDING

HIGHPOINT ROAD, PLANTATION KEY

SENIOR CITIZEN CENTER/AARP

HIGHPOINT ROAD, PLANTATION KEY

TEMPORARY COURTROOM

GOVERNMENTAL COMPLEX, PLANTATION KEY

SHERIFF'S OFFICES – DETECTIVE'S TRAILER

88770 OVERSEAS HIGHWAY, PLANTATION KEY

SHERIFF'S OFFICES – FIRST APPEARANCE

US1, PLANTATION KEY

JERRY ELLIS BUILDING

GOVERNMENTAL CENTER COMPLEX

88800 OVERSEAS HIGHWAY, PLANTATION KEY

PLANTATION KEY DETENTION FACILITY/JAIL

53 HIGH POINT ROAD, PLANTATION KEY

ISLAMORADA FIRE STATION  
ISLAMORADA

TAVERNIER FIRE STATION  
MARINE AVENUE, TAVERNIER

TAVERNIER HEALTH CLINC  
148 GEORGIA AVENUE, TAVERNIER

KEY LARGO FIRE STATION  
MM 99.5, CORNER EAST DRIVE & US1, NORTH KEY LARGO

KEY LARGO LIBRARY  
U.S. HIGHWAY #1 MM101  
TRADEWINDS SHOPPING CENTER, KEY LARGO

ISLAMORADA LIBRARY  
MM 81.5 BAYSIDE, ISLAMORADA

ROTH BUILDING  
48 HIGH POINT ROAD, PLANTATION KEY

#### **4. THE CONTRACT AMOUNT**

The County shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

- A. The actual cost of parts and materials purchased form the manufacturer plus 20% to fulfill the obligations of the Contract. A manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost.
- B. The cost of labor used by the contractor to fulfill the obligation of the Contract. The labor costs will be calculated using the unit prices set forth in the Contractor's bid as follows:

Labor – Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

\$ 65.00 per hour, mechanic

\$ 115.00 per hour, mechanic plus helper

Labor – Overtime rate for hours other than the normal working hours as stated above, including holidays:

\$ 97.50 per hour, mechanic

\$ 172.50 per hour, mechanic plus helper

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment.

- A. Freon for recharging systems:

R-22 \$ 10.00 per pound

Freon evacuation and disposal shall be a part of the Contractor's rate, and shall not be billed as an additional item.

- B. The total contract sum shall not exceed \$25,000 per year.

***The Contractor shall submit with his invoice the Application for Payment attached.***

**5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS**

- A. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor.

- B. The passing, approval, and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

**6. TERM OF CONTRACT/RENEWAL**

- A. This contract shall be for a period of one (1) year, commencing March 15, 2006 and terminating March 14, 2007.
- B. The County shall have the option to renew this agreement with 30 days notice to contractor prior to the end of the term. This option may be exercised twice for one-year terms.
- C. The Contract amount shall be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI) for all Urban Consumers as reported by the U.S. Bureau of

Labor Statistics for the previous year using the most recently published indicator.

**7. HOLD HARMLESS**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

**8. INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

**9. ASSURANCE AGAINST DISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

**10. ASSIGNMENT/SUBCONTRACT**

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the



provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

**11. COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

**12. INSURANCE**

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company. Prior to execution of this agreement, and maintained throughout the life of the contract, the contractor shall furnish to the County Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per person; \$300,000 per Occurrence; and \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 48 months following the termination or expiration of the contract.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

B. Vehicle Liability – include as a minimum:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$100,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$50,000 per Person; \$100,000 per Occurrence; and \$25,000 Property Damage.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
MUST BE NAMED AS ADDITIONAL INSURED.***

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee  
All coverages shall be provided.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

**13. PROFESSIONAL RESPONSIBILITY**

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

**14. NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY  
John King  
Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

FOR CONTRACTOR  
Master Mechanical Services  
6187 NW 116th St. H-25  
Miami, FL 33015

**15. CANCELLATION**

- A) In the event that the contractor shall be found to be negligent or deficient in any aspect of operation maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

**16. GOVERNING LAWS, VENUE, INTERPRETATION, COSTS, FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

The County and Contractor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**17. RECORDKEEPING**

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor or not paid to County pursuant to this Agreement were spent for purposes not authorized by this Agreement or wrongfully retained by Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were to have been paid.

**18. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**19. ATTORNEY'S FEES AND COSTS**

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**20. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

**21. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

**22. CLAIMS FOR FEDERAL OR STATE AID**

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida

law. This provision does not negate or waive the provisions of Paragraph 15 concerning cancellation.

**24. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**25. NONDISCRIMINATION**

County and Contractor agree that there shall be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of , this Agreement.

**26. COVENANT OF NO INTEREST**

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**27. CODE OF ETHICS**

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**28. NO SOLICITATION/PAYMENT**

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**29. PUBLIC ACCESS**

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

**30. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**31. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the

County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

**32. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**33. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**34. ATTESTATIONS**

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

**35. NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**36. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument any of the parties hereto may execute this Agreement by signing any such counterpart.

**37. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this

Agreement and will not be used in the interpretation of any provision of this Agreement.

**38. CONTINGENCY STATEMENT**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe county Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(SEAL)

Attest:

By: \_\_\_\_\_  
WITNESS

Title: \_\_\_\_\_

CONTRACTOR

By: John Lewis

Title: President

By: \_\_\_\_\_  
WITNESS

Title: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
Susan M. Grimsley  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY



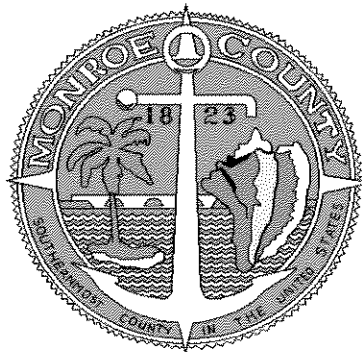
**MONROE COUNTY DIVISION OF PUBLIC WORKS  
FACILITIES MAINTENANCE DEPARTMENT**

**CONTRACT SPECIFICATIONS**

**CENTRAL A/C MAINTENANCE & REPAIRS  
UPPER KEYS FACILITIES**

**BOARD OF COUNTY COMMISSIONERS**

**MONROE COUNTY, FLORIDA**



**BOARD OF COUNTY COMMISSIONERS**

**Mayor Charles "Sonny" McCoy, District 3  
Mayor Pro tem Murray E. Nelson, District 5  
Dixie M. Spehar, District 1  
George Neugent, District 2  
David P. Rice, District 4**

**COUNTY ADMINISTRATOR  
THOMAS J. WILLI**

**DIRECTOR OF PUBLIC WORKS  
C. DENT PIERCE**

**CLERK OF THE CIRCUIT COURT  
DANNY L. KOLHAGE**

**SR. DIRECTOR, LOWER KEYS OPERATIONS  
JOHN W. KING**

**January, 2006  
Division of Public Works  
Facilities Maintenance**

## **INSTRUCTION TO BIDDERS**

### **1. DESCRIPTION**

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, and incidentals, and perform all the work necessary in accordance with the specifications entitled:

CENTRAL AIR CONDITIONING MAINTENANCE & REPAIR  
UPPER KEYS FACILITIES  
MONROE COUNTY, FLORIDA

### **2. SPECIFICATIONS**

- A. Routine repairs and maintenance of all county maintained central air conditioning units in the Upper Keys area.
- B. Emergency repairs of all county maintained central air conditioning units in the Upper Keys area. The CONTRACTOR shall be available 24 hours per day, 365 days per year. The CONTRACTOR shall be at the site of an air conditioning malfunction within three (3) hours of verbal notification by the COUNTY.
- C. The CONTRACTOR shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained central air conditioning units so that such emergency repairs will be completed within 48 hours of notification by the COUNTY.
- D. The COUNTY shall reimburse the CONTRACTOR for the Manufacturer's invoice cost of all parts and materials, plus percentage indicated in section 4 of the bid form, that are used in the repair of all county maintained central air conditioning units. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the County for any part, regardless of the cost. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use.
- E. The facilities are located throughout the Upper Keys area. Buildings to be serviced shall include, but shall not be limited to, the following:

P.K. PUBLIC WORK OFFICES

186 KEY HEIGHTS DRIVE, PLANTATION KEY

SHERIFF SUB-STATION

88770 OVERSEAS HIGHWAY, PLANTATION KEY

GOVERNMENT CENTER/COURTHOUSE  
HIGHPOINT ROAD, PLANTATION KEY

SOCIAL SERVICES BUILDING  
HIGHPOINT ROAD, PLANTATION KEY

SENIOR CITIZEN CENTER/AARP  
HIGHPOINT ROAD, PLANTATION KEY

TEMPORARY COURTROOM  
GOVERNMENTAL COMPLEX, PLANTATION KEY

SHERIFF'S OFFICES – DETECTIVE'S TRAILER  
88770 OVERSEAS HIGHWAY, PLANTATION KEY

SHERIFF'S OFFICES – FIRST APPEARANCE  
US1, PLANTATION KEY

JERRY ELLIS BUILDING  
GOVERNMENTAL CENTER COMPLEX  
88800 OVERSEAS HIGHWAY, PLANTATION KEY

PLANTATION KEY DETENTION FACILITY/JAIL  
53 HIGH POINT ROAD, PLANTATION KEY

ISLAMORADA FIRE STATION  
ISLAMORADA

TAVERNIER FIRE STATION  
MARINE AVENUE, TAVERNIER

TAVERNIER HEALTH CLINIC  
148 GEORGIA AVENUE, TAVERNIER

KEY LARGO FIRE STATION  
MM 99.5, CORNER EAST DRIVE & US1, NORTH KEY LARGO

KEY LARGO LIBRARY

U.S. HIGHWAY #1 MM101  
TRADEWINDS SHOPPING CENTER, KEY LARGO

ISLAMORADA LIBRARY  
MM 81.5 BAYSIDE, ISLAMORADA

ROTH BUILDING  
48 HIGH POINT ROAD, PLANTATION KEY

### **3. COPIES OF RFB DOCUMENTS**

- A. Only complete sets of RFB Documents will be issued and shall be used in preparing the proposal. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFB Documents may be obtained in the manner and at the location stated in the Notice of Request for Bids.

### **4. RFB REQUIREMENTS (MUST BE SUBMITTED WITH BID)**

- A. Each bid must contain evidence of the respondent's qualifications to do business in the area where the project is located.
- B. To demonstrate qualifications to perform the work, each respondent shall submit written evidence as to previous successful contractual and technical experience in similar work including references, description, volume of present commitments, evidence of possession of valid state, county, and local licenses covering all operations and all areas of political jurisdiction involved in the work of this project and such other data as may be requested by the County.
- C. Provide evidence such as an insurance Agents Statement that the required insurance limits are met, or are able to be obtained.
- D. The Non-collusion Affidavit, Sworn Statement under Ordinance No. 10-1990, Drug Free Workplace Form, and the Respondent's Insurance and Indemnification Statement must be submitted with bid.

### **5. DISQUALIFICATION OF BIDDER**

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a bid in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the bids of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future proposals for the same work.

- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or bid on a contract to provide any goods or services to a public entity, may not submit a proposal or bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- D. **LOBBYING AND CONFLICT OF INTEREST CLAUSE:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

## **6. EXAMINATION OF RFB and BID DOCUMENTS**

- A. Each Bidder/Respondent shall carefully examine the RFB and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Bidder/Respondent will in no way relieve him of the obligations and responsibilities assumed under the contract.
- B. Should a Bidder/Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

## **7. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any Bidder/Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders/Respondents prior to the established bid

opening date. Each Bidder/Respondent shall acknowledge receipt of such addenda in his Bid/Proposal. In case any Bidder/Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each bidder/respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder/Respondent to verify that he has received all addenda issued before responses are opened.

## **8. GOVERNING LAWS AND REGULATIONS**

- A. The Bidder/Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Monroe County and municipalities within Monroe County are the responsibility of the Bidder/Respondent.
- B. The Bidder/Respondent shall include in his bid prices all sales, consumer, use, and other taxes required to be paid in accordance with the law of the State of Florida and the County of Monroe.

## **9. PREPARATION OF BID**

Signature of the Respondent/Bidder: The Bidder/Respondent must sign the bid forms in the space provided for the signature. If the Bidder/Respondent is an individual, the words "doing business as \_\_\_\_\_", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder/Respondent is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the proposal must be submitted. The Bidder/Respondent shall state in the Bid/Proposal the name and address of each person interested therein.

## **10. SUBMISSION OF BID**

Interested firms or individuals shall submit two (2) signed originals of the Bid in a sealed envelope clearly marked on the outside, with the Bidder's name and **"Bid – A/C Maintenance and Repair, Upper Keys Facilities"**. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to Monroe County Purchasing Department, 1100 Simonton Street, Room 1-213, Key West, FL 33040, on or before 3:00 P.M. local time on February 23, 2006. Faxed or e-mailed proposals shall be automatically rejected.

## 11. CONTENT OF SUBMISSION

The bid submitted in response to this RFB shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The bid shall be stapled and not be bound or tabbed. Statements submitted without the required information will not be considered. Bids shall be organized as indicated below. The bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Bidder/Respondent must submit adequate documentation to certify the Bidder's/Respondent's compliance with the County's requirements. Bidder/Respondent should focus specifically on the information requested.

The following information, at a minimum, shall be included in the Submittal:

### A. Cover Page

A cover page that states "**BID – A/C MAINTENANCE AND REPAIR, UPPER KEYS FACILITIES**". The cover page should contain Bidder's/Respondent's name, address, telephone number, and the name of the Bidder's/ Respondent's contact person.

### B. General Information

1. A list of the entity's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; if unincorporated and not a partnership, the name(s) of owners.
2. A list of the officers and directors of the entity;
3. The number of years the entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the RFB;
4. The number of years the entity has operated under its present name and any prior names;
5. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the bidder was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids;
6. Customer references
7. Credit references

### C. Relevant Experience

The Bidder/Respondent shall provide a project history of the firm or organization demonstrating its experience similar to that requested.

### D. Past Performance on Similar Projects

The Respondent shall provide a list of past clients along with the following:

Name and full address

Name and telephone number of client contact

Date of initiation and completion of contract

Summary of the services and area served.

E. Maintenance

The bidder shall provide its schedule of maintenance and information about ability to perform timely repairs, the personnel and qualifications of the persons performing the service, and the location of the service personnel.

F. Litigation

Answers to the following questions regarding claims and suits:

- a. Has the bidder ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
- b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the bidder, or its officers or general partners? (If yes, provide details.)
- c. Has the bidder, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods, or construction services similar to those requested in the RFP? (If yes, the Respondent shall provide a history of any past or pending claims and litigation in which the Respondent is involved as a result of the provision of the same or similar services which are requested or described herein.)
- d. Has the bidder ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods, or construction services? (If yes, provide details.)

G. County Forms and Licenses

Bidder/Respondent shall complete and execute the forms specified below:

Bid Form

Lobbying and Conflict of Interest Clause

Non-Collusion Affidavit

Drug Free Workplace Form

Bidder's Insurance and Indemnification Statement

Insurance Agent's Statement

In addition, copies of all professional and occupational licenses shall be included in this section. A Monroe County occupational license is required to be obtained within ten days of award of the contract.

## **12. MODIFICATION OF RESPONSES**



Written modification will be accepted from Bidder/Respondents if addressed to the entity and address indicated in the Notice of Request for Bids and received prior to bid due date and time. Modifications must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and **“Modification to Bid – A/C Maintenance and Repair, Upper Keys Operations”**. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Bids. Faxed or e-mailed modifications shall be automatically rejected.

### **13. RESPONSIBILITY FOR RESPONSE**

The Bidder is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

### **14. RECEIPT AND OPENING OF RESPONSES**

Bids will be received until the designated time and will be publicly opened. Bids shall be read aloud at the appointed time and place stated in the Notice of Request for Proposals. Monroe County’s representative authorized to open the Bids will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

### **15. DETERMINATION OF SUCCESSFUL BIDDER**

The bid shall be awarded to the responsible bidder with the lowest conforming bid. County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that contain modifications, or are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the instruction to respondent and the contract documents, may be rejected at the option of the County.

### **16. AWARD OF BID**

- A. The County reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. If bids are found to be acceptable by the County, written notice will be given to the selected bidder of the acceptance of his proposal.
- B. If the award of the bid is annulled, the County may award the bid to another respondent or the work may be re-advertised or may be performed by other qualified personnel as the County decides.

- C. The County also reserves the right to reject the bid of a respondent who has previously failed to perform properly or to complete projects of a similar nature on time.
- D. Award of a bid is contingent upon approval by the Monroe County Board of County Commissioners.
- E. The recommendation of staff shall be presented to the Board of County Commissioners of Monroe County, Florida, for final selection and award of contract.

## **17. EXECUTION OF CONTRACT**

The Bidder/Respondent with whom a contract is negotiated shall be required to return to the County four (4) executed counterparts of the prescribed Agreement together with the required certificates of insurance.

## **18. CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS**

The Bidder/Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of contract, with Monroe County BOCC listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Bidder/Respondent. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better. The required insurance shall be maintained at all times while Bidder/Respondent is providing service to County.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	\$100,000 Accident \$500,000 Disease, policy limits \$100,000 Disease each employee
General Liability, including Premises Operation	\$300,000 Combined Single Limit or
Products and Completed Operations	\$100,000/person; \$300,000/occurrence
Blanket Contractual Liability	\$50,000 Property Damage
Personal Injury Liability	
Expanded Definition of Property Damage	
Vehicle Liability (Owned, non-owned and hired vehicles)	\$100,000/Occurrence; \$50,000/Person; \$25,000/Property Damage or \$100,000 Combined Single Limit

***MONROE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND VEHICLE LIABILITY POLICIES.***

**19. INDEMNIFICATION**

The Bidder/Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the County as outlined below:

The Bidder/Respondent covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents, and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Bidder/Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Bidder/Respondent, its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the service is delayed or suspended as a result of the Bidder's failure to purchase or maintain the required insurance, the Bidder shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the respondent is consideration for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

## **DRAFT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2005, A.D., by and between MONROE COUNTY, a political subdivision of the State of Florida, 1100 Simonton Street, Key West, FL. 33040 (hereinafter call the "County"), and \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter called the "Contractor").

That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

**1. THE CONTRACT**

The contract between the County and the contractor, of which this agreement is a part, consists of the contract documents, as specified in paragraph 2.

**2. THE CONTRACT DOCUMENTS**

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal dated \_\_\_\_\_ and all required insurance documentation. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

**3. SCOPE OF THE WORK**

The Contractor shall provide all necessary supplies and equipment required and perform all of the work described and entitled:

**CENTRAL A/C MAINTENANCE & REPAIR  
UPPER KEYS FACILITIES  
MONROE COUNTY, FLORIDA**

which shall include

- A. Routine repairs and maintenance of all county maintained central air conditioning units in the Upper Keys area.
- B. Emergency repairs of all county maintained central air conditioning units in the Upper Keys area. The CONTRACTOR shall be available 24 hours per day, 365 days per year. The CONTRACTOR shall be at the site of an air conditioning malfunction within three (3) hours of verbal notification by the COUNTY.
- C. The CONTRACTOR shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained central air conditioning units so that such emergency repairs will be completed within 48 hours of notification by the COUNTY.
- D. The COUNTY shall reimburse the CONTRACTOR for the Manufacturer's invoice cost of all parts and materials, plus percentage indicated in section 4 of

the bid form, that are used in the repair of all county maintained central air conditioning units. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the County for any part, regardless of the cost. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use.

- E. The facilities are located throughout the Upper Keys area. Buildings to be serviced shall include, but shall not be limited to, the following:

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186 KEY HEIGHTS DRIVE, PLANTATION KEY

SHERIFF SUB-STATION

88770 OVERSEAS HIGHWAY, PLANTATION KEY

GOVERNMENT CENTER/COURTHOUSE

HIGHPOINT ROAD, PLANTATION KEY

SOCIAL SERVICES BUILDING

HIGHPOINT ROAD, PLANTATION KEY

SENIOR CITIZEN CENTER/AARP

HIGHPOINT ROAD, PLANTATION KEY

TEMPORARY COURTROOM

GOVERNMENTAL COMPLEX, PLANTATION KEY

SHERIFF'S OFFICES – DETECTIVE'S TRAILER

88770 OVERSEAS HIGHWAY, PLANTATION KEY

SHERIFF'S OFFICES – FIRST APPEARANCE

US1, PLANTATION KEY

JERRY ELLIS BUILDING

GOVERNMENTAL CENTER COMPLEX

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PLANTATION KEY DETENTION FACILITY/JAIL

53 HIGH POINT ROAD, PLANTATION KEY

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ISLAMORADA

TAVERNIER FIRE STATION  
MARINE AVENUE, TAVERNIER

TAVERNIER HEALTH CLINC  
148 GEORGIA AVENUE, TAVERNIER

KEY LARGO FIRE STATION  
MM 99.5, CORNER EAST DRIVE & US1, NORTH KEY LARGO

KEY LARGO LIBRARY  
U.S. HIGHWAY #1 MM101  
TRADEWINDS SHOPPING CENTER, KEY LARGO

ISLAMORADA LIBRARY  
MM 81.5 BAYSIDE, ISLAMORADA

ROTH BUILDING  
48 HIGH POINT ROAD, PLANTATION KEY

**4. THE CONTRACT AMOUNT**

The County shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

- A. The actual cost of parts and materials purchased form the manufacturer plus \_\_\_% to fulfill the obligations of the Contract. A manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost.
- B. The cost of labor used by the contractor to fulfill the obligation of the Contract. The labor costs will be calculated using the unit prices set forth in the Contractor's bid as follows:

Labor – Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

\$\_\_\_\_\_ per hour, mechanic

\$\_\_\_\_\_ per hour, mechanic plus helper

Labor – Overtime rate for hours other than the normal working hours as stated above, including holidays:

\$\_\_\_\_\_ per hour, mechanic

\$\_\_\_\_\_ per hour, mechanic plus helper

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment.

- C. Freon for recharging systems:  
R-22 \$\_\_\_\_\_ per pound  
Freon evacuation and disposal shall be a part of the Contractor's rate, and shall not be billed as an additional item.
- D. The total contract sum shall not exceed \$25,000 per year.

***The Contractor shall submit with his invoice the Application for Payment attached.***

**5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS**

- A. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor.
- B. The passing, approval, and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

**6. TERM OF CONTRACT/RENEWAL**

- A. This contract shall be for a period of one (1) year, commencing \_\_\_\_\_, and terminating \_\_\_\_\_.
- B. The County shall have the option to renew this agreement with 30 days notice to contractor prior to the end of the term. This option may be exercised twice for one-year terms.
- C. The Contract amount shall be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI) for all Urban Consumers as reported by the U.S. Bureau of

Labor Statistics for the previous year using the most recently published indicator.

**7. HOLD HARMLESS**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

**8. INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

**9. ASSURANCE AGAINST DISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

**10. ASSIGNMENT/SUBCONTRACT**

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the



provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

**11. COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

**12. INSURANCE**

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company. Prior to execution of this agreement, and maintained throughout the life of the contract, the contractor shall furnish to the County Certificates of Insurance indicating the minimum coverage limitation as listed below:

**A. General Liability – include as a minimum:**

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per person; \$300,000 per Occurrence; and \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 48 months following the termination or expiration of the contract.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

**B. Vehicle Liability – include as a minimum:**

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$100,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be:  
\$50,000 per Person; \$100,000 per Occurrence; and \$25,000 Property  
Damage.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
MUST BE NAMED AS ADDITIONAL INSURED.***

**C. Workers Compensation – limits sufficient to respond to Florida Statute 440.**

In addition, the Contractor shall obtain Employers' Liability Insurance with  
limits of not less than:

\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee  
All coverages shall be provided.

If the Contractor has been approved by Florida's Department of Labor, as an  
authorized self-insurer, the County shall recognize and honor the Contractor's  
status. The Contractor may be required to submit a Letter of Authorization  
issued by the Department of Labor and Certificate of Insurance, providing  
details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of  
Insurance will be required. In addition, the contractor may be required to  
submit updated financial statements from the fund upon request from the  
County.

**13. PROFESSIONAL RESPONSIBILITY**

The Contractor warrants that it is authorized by law to engage in the performance  
of the activities encompassed by the project herein described, subject to the terms  
and conditions set forth in these contract documents. The provider shall at all  
times exercise independent, professional judgment and shall assume professional  
responsibility for the services to be provided. Continued funding by the County is  
contingent upon retention of appropriate local, state, and/or federal certification  
and/or licensure of contractor.

**14. NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and  
hand delivered or mailed, postage prepaid, to the other party by certified mail,  
returned receipt requested, to the following:

FOR COUNTY  
John King  
Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

FOR CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. CANCELLATION**

- A) In the event that the contractor shall be found to be negligent or deficient in any aspect of operation maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

**16. GOVERNING LAWS, VENUE, INTERPRETATION, COSTS, FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

The County and Contractor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**17. RECORDKEEPING**

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor or not paid to County pursuant to this Agreement were spent for purposes not authorized by this Agreement or wrongfully retained by Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were to have been paid.

**18. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**19. ATTORNEY'S FEES AND COSTS**

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**20. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

**21. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

**22. CLAIMS FOR FEDERAL OR STATE AID**

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida

law. This provision does not negate or waive the provisions of Paragraph 15 concerning cancellation.

**24. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**25. NONDISCRIMINATION**

County and Contractor agree that there shall be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of , this Agreement.

**26. COVENANT OF NO INTEREST**

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**27. CODE OF ETHICS**

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**28. NO SOLICITATION/PAYMENT**

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**29. PUBLIC ACCESS**

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

**30. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**31. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the

County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

**32. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**33. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**34. ATTESTATIONS**

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

**35. NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**36. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument any of the parties hereto may execute this Agreement by signing any such counterpart.

**37. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this

Agreement and will not be used in the interpretation of any provision of this Agreement.

**38. CONTINGENCY STATEMENT**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe county Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(SEAL)  
Attest:

CONTRACTOR

By: \_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
WITNESS

Title: \_\_\_\_\_



## APPLICATION FOR PAYMENT DETAILS

DATE: \_\_\_\_\_

ARRIVAL TIME: \_\_\_\_\_

DEPARTURE TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

### PARTS AND MATERIALS COSTS\*

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY
SUB-TOTAL			

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

PARTS & MATERIALS SUB-TOTAL \_\_\_\_\_

\_\_\_\_\_% INCREASE \_\_\_\_\_

PARTS & MATERIALS TOTAL \_\_\_\_\_

### FREON COSTS

\_\_\_\_ LBS OF \_\_\_\_\_ @ \_\_\_\_\_ PER POUND

FREON TOTAL \_\_\_\_\_

### LABOR AND EQUIPMENT COSTS

\_\_\_\_\_ HOURS @ \_\_\_\_\_

LABOR & EQUIPMENT TOTAL \_\_\_\_\_

TOTAL \_\_\_\_\_

DESCRIPTION OF WORK

\_\_\_\_\_  
Authorized Signature / Title

\_\_\_\_\_  
Date

\*Contractor must provide a copy of the Manufacturer's Invoice for parts over \$100.00, and may be required to provide Manufacturer's Invoice for all parts provided.

## BID FORM

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**BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
C/O PURCHASING DEPARTMENT  
GATO BUILDING ROOM 1-213  
1100 SIMONTON STREET  
KEY WEST, FLORIDA 33040**

**BID FROM:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, having carefully examined the work, specifications, bid documents, and addenda thereto and other Contract Documents for the services of:

**CENTRAL A/C MAINTENANCE AND REPAIR  
UPPER KEYS FACILITIES**

And having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the work, does hereby propose to service, and maintain Central Air Conditioning, and all incidentals necessary to perform and complete said work in a workman-like manner, in conformance with specifications, and other contract documents including addenda issued thereto.

1. Labor – normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

BID PRICE: \$ \_\_\_\_\_ PER HOUR, MECHANIC

BID PRICE: \$ \_\_\_\_\_ PER HOUR, MECHANIC PLUS HELPER

2. Labor – overtime rate for hours other than normal working hours stated above, including holidays:

BID PRICE: \$ \_\_\_\_\_ PER HOUR, MECHANIC

BID PRICE: \$ \_\_\_\_\_ PER HOUR, MECHANIC PLUS HELPER

3. Materials – Freon for recharging systems:

BID PRICE PER POUND: \$\_\_\_\_\_ R-22

4. Materials – Supplies and Replacement Parts:

BID PRICE: Manufacturer's Invoice plus \_\_\_\_\_ %

5. Freon evacuation and disposal shall be a part of the Contractor's rate, and shall not be billed as an additional item.

6. Bidder acknowledges that the total cost to County shall not exceed Twenty-five Thousand Dollars (\$25,000.00).

I acknowledge receipt of Addenda No. (s) \_\_\_\_\_

I have included the Bid which includes the Bid Form\_\_\_\_\_, the Non-Collusion Affidavit \_\_\_\_\_, the Lobbying and Conflict of Interest Clause Form \_\_\_\_\_, and the Drug Free Workplace Form \_\_\_\_\_. In addition, I have included a current copy of Contractor's License\_\_\_\_\_, Monroe County Occupation License \_\_\_\_\_, Insurance Agents Statement \_\_\_\_\_, Bidder's\Respondent's Insurance & Indemnification Statement \_\_\_\_\_, and all requirements as stated in the Instruction to Bidders, Paragraph 4.

**(Check mark items above, as a reminder that they are included.)**

Mailing Address:\_\_\_\_\_Telephone: \_\_\_\_\_

\_\_\_\_\_Fax: \_\_\_\_\_

\_\_\_\_\_Date: \_\_\_\_\_

Signed:\_\_\_\_\_Witness: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## NON-COLLUSION AFFIDAVIT

---

I, \_\_\_\_\_ of the city of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the firm of \_\_\_\_\_  
the bidder making the Proposal for the project described in the Notice for Calling for bids for:
- \_\_\_\_\_

and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
\_\_\_\_\_, who, after first being sworn by me, (name of individual signing) affixed his/her signature in  
the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

LOBBYING AND CONFLICT OF INTEREST FORM

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

## DRUG-FREE WORKPLACE FORM

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The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

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(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Bidder's Signature

---

Date

## **Bidder's/Respondent's Insurance and Indemnification Statement**

### **Insurance Requirement**

### **Required Limits**

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000/\$500,000/\$100,000
General Liability	\$300,000 Combined Single Limit or \$100,000/\$300,000/\$50,000
Vehicle Liability	\$100,000 Combined Single Limit or \$50,000/\$100,000/\$25,000

### **INDEMNIFICATION AND HOLD HARMLESS FOR CONTRACTOR**

The Contractor covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor, including its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the service is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Contract.

### **BIDDER'S /RESPONDENT'S STATEMENT**

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

---

Bidder/Respondent

---

Signature

**INSURANCE AGENT'S STATEMENT**

I have reviewed the above requirements with the responder named below. The following deductibles apply to the corresponding policy.

POLICY

DEDUCTIBLES

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Liability policies are \_\_\_\_\_ Occurrence

\_\_\_\_\_ Claims Made

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_



## **COVER PAGE**

Bidder: Master Mechanical Services, Inc.  
6187 NW 167 St, H-25  
Miami, FL 33015  
305/825-3004 (tele)  
305/825-1607 (fax)  
Contact Person: JoAnn Pinna

Bid Submitted To: Monroe County Purchasing Dept.  
1100 Simonton Street  
Room 1-213  
Key West, FL 33040

Bid: A/C Maintenance and Repair, Upper Keys  
Facility

Bid Opening: February 23, 2006 at 3:00 pm

## **General Information**

Owners (incorporated)

JoAnn Pinna (51%) - President  
49 NE 158 Street  
Miami, FL 33162

William Pinna (50%) – Vice President  
49 NE 158 Street  
Miami, FL 33162

Sean Pinna - Secretary  
18241 NW 85 Ave  
Miami, FL 33015

William Flowers - Treasurer  
15220 S River Dr  
Miami, FL 33169

Master Mechanical Services, Inc. has been operating since January 11, 1994. Operated under previous name of M.M. & I. Services, Inc. from January 4, 1980 to January 11, 1994.

No officer has failed to perform services or furnish goods similar to those sought in the request for bid within the last five (5) years.

## **Customer References**

### **SERVICE REFERENCES/RELEVANT EXPERIENCE**

Keystone Property Management  
P.O. Box 402336  
Miami, FL 33140

Tel.: 305/532-7878  
Fax: 305/538-1031

Louis Vitton  
Bal Harbour Shops  
9700 Collins Ave.  
Bal Harbour, FL 33051

Tel.: 305/866-4470  
Fax: 305/866-9533

Stonegate Bank  
1430 N. Federal Highway  
Fort Lauderdale, FL 33304

Tel.: 954/315-5500  
Fax: 954/315-5519

Med-Life Health Care  
7800 Coral Way  
Miami, FL 33155

Tel.: 305/267-7787  
Fax: 305/267-7838

Pacific Time  
915 Lincoln Rd.  
Miami Beach, FL

Tel.: 305/534-2607  
Fax: 305/534-1607

Gucci @ Merrick Park  
342 San Lorenzo  
Coral Gables, FL

Tel.: 305/441-2004  
Fax: 305/441-9541

#### **CONSTRUCTION REFERENCES**

PASS International  
350 Jim Moran Blvd., Suite 200  
Deerfield Beach, FL

Tel.: 954/421-9000  
Fax: 954/421-5808

Miami Gardens Square One  
150 NW 183<sup>rd</sup> Street  
Miami Gardens, FL 33169

Tel.: 305/586-7613  
Fax: 305/653-1960

Miami Dade Housing Agency  
1401 NW 7<sup>th</sup> Street  
Miami, FL 33125

Tel.: 305/644-5227  
Fax: 305/644-5103

Brodson Construction  
167 NE 39<sup>th</sup> Street  
Miami, FL 33137

Tel.: 305/576-9909  
Fax: 305/576-9902

SBS Construction  
P.O. Box 780849  
San Antonio, TX 78278

Tel.: 210/479-5662  
Fax: 210/479-5749

City of Miami Beach  
1245 Michigan Ave.

Tel.: 305/673-7000 X2968

Miami Beach, FL 33139

Fax: 305/673-7650

Hialeah Housing Authority  
75 East 6<sup>th</sup> Street  
Hialeah, FL 33010

Tel.: 305/888-9744  
Fax: 305/887-8738

### Credit References

Refricool  
1543 Bay Road  
Miami Beach, FL 33139  
305/534-1463

P V & A  
6175 NW 167 Street, G-13  
Miami, FL 33015  
305/362-4320

Tropic  
151 NE 179 St  
Miami, FL 33162  
305/652-7717

Refricenter  
7101 NW 4 Street  
Miami, FL 33166  
305/477-8880

### **RECENTLY COMPLETED PROJECTS**

	<u>Contract Amount</u>	<u>Job Name</u>
Miami Gardens Square One 150 NW 183 <sup>rd</sup> Street Miami Gardens, FL 33169 305/586-7613	\$334,203.00	Tootsies

Miami Dade Housing Agency 1401 NW 7 <sup>th</sup> Street. Miami, FL 33125 305/644-5227	\$572,160.00	Moody Village
Pass Construction 350 Jim Moran Blvd., Ste. 200 Deerfield Beach, FL 954/421-9000	\$178,886.00	Flamingo Resort Residence
Pass Construction 350 Jim Moran Blvd., Ste. 200 Deerfield Beach, FL 954/421-9000	\$ 64,286.00	Fram FedEx/ Stonegate Bank
City of Miami Beach 1245 Michigan Ave. Miami Beach, FL 33139 786/367-7130	\$ 48,321.00	Fire Station #1
SBS Construction P.O. Box 780849 San Antonio, TX 78278	\$129,629.00	Public Storage

### Maintenance

Master Mechanical Services, Inc. is available to fully service your needs. We have 15 trucks servicing Dade, Broward and Monroe County. Although our office is located in Miami Lakes, 1 hour from Key Largo, our service vehicles are radio dispatched, able to reach any emergency service call within 3 hours. We are included resumes on our company principals.

### Litigation

- a) Bidder has never failed to complete work or provide the goods for which it has contracted.
- b) Yes, there is a pending suit against Master Mechanical Services, Inc., currently in litigation. The suit claims Master

Mechanical installed poor quality equipment, the plaintiff has filed claim against the manufacturer as well.

c) No, Master Mechanical has not been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the RFP.

d) Master Mechanical had never initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods, or construction services.

### County Forms and Licenses

Bid Form

Lobbying and Conflict of Interest Clause

Non-Collusion Affidavit

Drug Free Workplace Form

Bidder's Insurance and Indemnification Statement

Insurance Agent's Statement

**BID FORM**

---

**BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
C/O PURCHASING DEPARTMENT  
GATO BUILDING ROOM 1-213  
1100 SIMONTON STREET  
KEY WEST, FLORIDA 33040**

**BID FROM:** Master Mechanical Services, Inc.  
6187 NW 167 St H-25  
Miami, FL 33015

The undersigned, having carefully examined the work, specifications, bid documents, and addenda thereto and other Contract Documents for the services of:

**CENTRAL A/C MAINTENANCE AND REPAIR  
UPPER KEYS FACILITIES**

And having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the work, does hereby propose to service, and maintain Central Air Conditioning, and all incidentals necessary to perform and complete said work in a workman-like manner, in conformance with specifications, and other contract documents including addenda issued thereto.

1. Labor – normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

BID PRICE: \$ 65 PER HOUR, MECHANIC

BID PRICE: \$ 115 PER HOUR, MECHANIC PLUS HELPER

2. Labor – overtime rate for hours other than normal working hours stated above, including holidays:

BID PRICE: \$ 97.50 PER HOUR, MECHANIC

BID PRICE: \$ 172.50 PER HOUR, MECHANIC PLUS HELPER

3. Materials – Freon for recharging systems:

BID PRICE PER POUND: \$ 10 R-22

4. Materials – Supplies and Replacement Parts:

BID PRICE: Manufacturer's Invoice plus 20 %

5. Freon evacuation and disposal shall be a part of the Contractor's rate, and shall not be billed as an additional item.

6. Bidder acknowledges that the total cost to County shall not exceed Twenty-five Thousand Dollars (\$25,000.00).

I acknowledge receipt of Addenda No. (s) \_\_\_\_\_

I have included the Bid which includes the Bid Form ☒, the Non-Collusion Affidavit ☒, the Lobbying and Conflict of Interest Clause Form ☒, and the Drug Free Workplace Form ☒. In addition, I have included a current copy of Contractor's License ☒, Monroe County Occupation License ☒, Insurance Agents Statement ☒, Bidder's/Respondent's Insurance & Indemnification Statement ☒, and all requirements as stated in the Instruction to Bidders, Paragraph 4.

(Check mark items above, as a reminder that they are included.)

Mailing Address: Master Mechanical Services, Inc. Telephone: 305/825 3004

6187 NW 1167 St. H-25 Fax: 305/825 1607

miami, FL 33015 Date: \_\_\_\_\_

Signed: JoAnn Pinna Witness: [Signature]  
(Seal)

JoAnn Pinna  
(Name)

President  
(Title)

as per 11G  
11 units required  
w/ in 10 days of  
award of  
contract



NON-COLLUSION AFFIDAVIT

I, JoAnn Pinna of the city of Miami-Dade  
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am President  
of the firm of Master Mechanical Services, Inc.

the bidder making the Proposal for the project described in the Notice for Calling for bids for:

AC Maintenance & Repair, Upper Keys Facilities

and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

JoAnn Pinna  
(Signature of Bidder)

February 8, 2006  
(Date)

STATE OF: Florida

COUNTY OF: Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, JoAnn Pinna  
who, after first being sworn by me, (name of individual signing) affixed his/her signature in  
the space provided above on this 8 day of February 2006.

Tina Flowers

NOTARY PUBLIC

My Commission Expires:



LOBBYING AND CONFLICT OF INTEREST FORM

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

AA JoAnn Pinna warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

John Pinna  
(signature)  
Date: February 8, 2006

STATE OF Florida  
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JoAnn Pinna who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 8 day of February, 2006

Tina Flowers  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



TINA FLOWERS  
MY COMMISSION # DD 304898  
EXPIRES: June 13, 2008  
Bonded Thru Budget Notary Services

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Master Mechanical Services, Inc.  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

John P. [Signature]  
Bidder's Signature

February 8, 2006  
Date

## **Bidder's/Respondent's Insurance and Indemnification Statement**

### **Insurance Requirement**

### **Required Limits**

Worker's Compensation

Statutory Limits

Employer's Liability

\$100,000/\$500,000/\$100,000

General Liability

\$300,000 Combined Single Limit or  
\$100,000/\$300,000/\$50,000

Vehicle Liability

\$100,000 Combined Single Limit or  
\$50,000/\$100,000/\$25,000

### **INDEMNIFICATION AND HOLD HARMLESS FOR CONTRACTOR**

The Contractor covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor, including its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the service is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Contract.

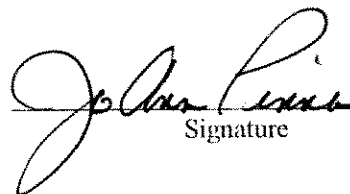
### **BIDDER'S /RESPONDENT'S STATEMENT**

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.



Bidder/Respondent

Master Mechanical  
Services, Inc.



Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the responder named below. The following deductibles apply to the corresponding policy.

## POLICY

General Liability  
Workers Compensation  
\_\_\_\_\_  
\_\_\_\_\_

## DEDUCTIBLES

\$ 2,500.<sup>00</sup>  
\$ 0  
\_\_\_\_\_  
\_\_\_\_\_

Liability policies are ☒ Occurrence

☐ Claims Made

Kahn-Carlin & Co., Inc  
Insurance Agency

Albert H. Kahn  
Signature

Print Name: Albert H. Kahn

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the responder named below. The following deductibles apply to the corresponding policy.

## POLICY

## DEDUCTIBLES

048671447 AUTO physical damage \$500  
1,000,000 LIABILITY  
049024137 UMBRELLA &  
2,000,000 LIABILITY

Liability policies are ☒ Occurrence

Allstate

Insurance Agency

TRISHA TENBROECK  
INSURANCE AGENCY

Claims Made

Signature

Print Name: Trisha TenBrock

# William Flowers

15220 S River Dr.  
Miami, FL 33169  
305/769-9243

## EDUCATION:

**Trane Company:** Miami, Florida  
Continuing Education  
Graduation Date: June 2000

**Carrier Company:** Miami, Florida  
Continuing Education  
Graduation Date: June 1999

**The Florida State University:** Tallahassee, Florida  
Bachelor of Arts in Economics  
Graduation Date: December 1995

**Miami-Dade Community College:** Miami, Florida, 1990-1994

**Northwest Christian Academy:** Miami, Florida  
Graduation Date: June 1990

## WORK EXPERIENCE:

1998 –  
Present      **Master Mechanical Services, Inc.:** Miami, Florida  
                 *Personnel Director.* Directing apprentices in the servicing and repair of HVAC systems, installation of new HVAC equipment, supervising new construction jobs. Maintaining job sites with necessary materials and tools.

1994 –  
1998      **Publix Supermarkets.:** Tallahassee, Florida  
                 *Stock Clerk/Cashier.* Worked as a full time stock clerk and cashier. Ordered all sections of the store via scanner, maintained proper levels of inventory. Team leader/key person on POG team - worked as a roving stock clerk to all Publix's in Leon County and rearranged displays/aisles as per diagram.

## LICENSES/CERTIFICATIONS:

July 2004      State of Florida Certified Plumbing Contractor, CFC 1426279

June 2000      State of Florida Certified Mechanical Contractor, CMC 057200

December 1998      Broward County Mechanical Journeyman

## COMPUTER SKILLS:

Knowledge of Windows 95, Microsoft Word, Internet savvy

# JoAnn Pinna

49 NE 158 Street  
Miami, FL 33169  
305/945-4237

E mail: MasterMechanical@bellsouth.net

**EDUCATION:**      **Broward Community College:** Miami, Florida, 1976-1978  
Legal Secretary Degree

**United States Navy Yeoman Class A School:** Bainbridge, MD, 1970-1971

**Carol City High School:** Miami, Florida  
Graduation Date: June 1970

## **WORK EXPERIENCE:**

1994 –                      **Master Mechanical Services, Inc.:** Miami, Florida  
Present                      *President.* Accounts receivable, accounts payable, customer relations,  
collections, contracts, day to day operations of HVAC small business.

1980 –                      **M.M. & I, Services, Inc.:** Miami, Florida  
May, 1994                      *Vice President.* Accounts receivable, accounts payable, customer  
relations, collections, contracts, day to day operations of HVAC small  
business.

1977 –                      **Rubin & Friedman Law Office.:** Miami, Florida  
1980                      *Legal Secretary.* Filing of business Articles of Incorporation, clerical  
duties, scheduling of lawyers.

## **LICENSES/CERTIFICATIONS:**

1980-                      State of Florida Notary Public  
Present

## **COMPUTER SKILLS:**

Knowledge of Windows 95, Microsoft Word, Peachtree Accounting.



# Sean Pinna

18241 NW 85 Avenue

Miami, FL 33015

305/558-1250

E mail: SeanPinna@aol.com

**EDUCATION:** **Miami-Dade Community College:** Emergency Medical Technician  
Graduation Date: August 2003

**Miami-Dade Community College:** Miami, Florida  
Building Code/Fire Safety/Mechanical Code  
Graduation Date: February 22, 2002

**Miami-Dade Community College:** Miami, Florida, 1990-1992

**American Senior High School:** Miami, Florida  
Graduation Date: June 1990

## WORK EXPERIENCE:

January 2004 – Present **Master Mechanical Services, Inc.:** Miami, Florida  
*Vice President of Operations.* Oversee journeymen and mechanic helpers in service repair and installation of HVAC, process plans and oversee inspections.

May, 2001 – January 2004 **City of Miami Beach:** Miami Beach, Florida  
*Senior Mechanical Inspector.* Process permit applications, review building plans for code compliance, perform field inspections of projects for code compliance. Project scopes include hi-rise multifamily, hi-rise business, single family, and hospitals.

1990 – May, 2001 **Master Mechanical Services, Inc.:** Miami, Florida  
*Service Manager/Mechanic Supervisor.* Oversee journeymen and mechanic helpers in service repair and installation of HVAC, process plans and oversee inspections.

## LICENSES/CERTIFICATIONS:

2003 Certified State of Florida Emergency Medical Technician  
2003 Certified State of Florida Municipal Fire / Safety Inspector  
2002 Miami Dade County Board of Rules and Appeals Mech. Inspector/Mech. Plans Examiner  
2001 Certified State of Florida Fire Fighter  
1994 State of Florida Certified Mechanical Contractor, CMC 056729

## ACTIVITIES & HONORS:

Eagle Scout/Order of the Arrow

## COMPUTER SKILLS:

Knowledge of Windows XP, Microsoft Word, Excel, Power Point

# Tina Marie Pinna-Flowers

15220 S River Dr  
Miami, FL 33169  
305/825-3004 (work)  
305/769-9243  
Email: TPinna@aol.com

**EDUCATION:** Bachelor of Science in Finance and Entrepreneurship/Small Business Management  
**The Florida State University:** Tallahassee, Florida  
Graduation Date: May 1998, Summa Cum Laude

## WORK EXPERIENCE:

May 1998 – Present      **Master Mechanical Services, Inc.:** Miami, Florida  
*Comptroller.* Establish and maintain computer accounting system, create invoice forms and customer and vendor databases, close fiscal year records, accounts payable, accounts receivable, and purchasing.

January 1998 – April 1998      **Florida North Shore Technology Center.:** Tallahassee, Florida  
*Research Management Intern.* Assist in the research and writing of business plans for new and existing businesses.

October 1995 – December 1997      **Florida North Shore Technology Center.:** Tallahassee, Florida  
*Staff Assistant.* All aspects of association management; maintained membership databases of up to 750 records, layout and design of monthly newsletters and other printed materials, accounts receivable, organized conference workshops and registration for up to 1,000 attendees, trained conference volunteers, developed annual association budget.

## LICENSES/CERTIFICATIONS:

June 2002      State of Florida Certified General Building Contractor, CGC 1506699

## ACTIVITIES & HONORS:

Betta Gamma Sigma  
Golden Key National Honor Society  
Florida Academic Scholar  
Florida State University Dean's List (1994-1998)  
Florida State Water Polo Club  
Summa Cum Laude  
Nations Bank Scholarship recipient  
Phi Eta Sigma  
Robert C. Byrd Scholarship recipient

# William Pinna

49 NE 158 Street

Miami, FL 33169

305/945-4237

E mail: MasterMechanical@bellsouth.net

**EDUCATION:**      **Union Pipefitter Apprenticeship Program:** Miami, FL  
Graduation Date: June 1973

**Carol City High School:** Miami, Florida  
Graduation Date: June 1969

## WORK EXPERIENCE:

1994 –      **Master Mechanical Services, Inc.:** Miami, Florida  
Present      *Vice President.* Supervise 16 employees from pre-apprentice to journeymen in service, repair and installation of HVAC. Design and build mechanical systems.

1980 –      **M.M. & I, Services, Inc.:** Miami, Florida  
May, 1994      *President.* Field work in the HVAC system, repair of residential and commercial systems including refrigeration.

1976 –      **Stolpman Plumbing & A/C:** Miami, Florida  
1980      *A/C Technician.* Supervisor of air conditioning division.

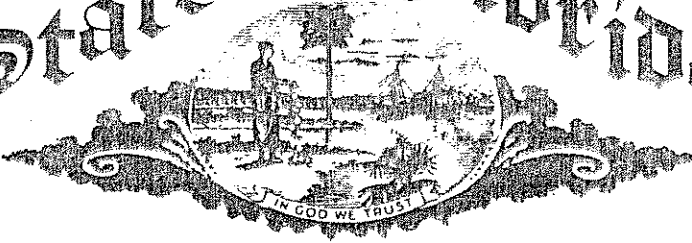
1973 -      **Sherba Brothers:** Miami, FL  
1976      *A/C Technician.* Servicing residential and commercial accounts.

1969 -      **Dublin Mechanical Contractors:** Miami, FL  
1973      *Apprentice.* Obtaining basic knowledge in the HVAC trade as an apprentice.

## ACTIVITIES & HONORS:

Eagle Scout  
Order of the Arrow

# State of Florida



Department of State

I certify from the records of this office that MASTER MECHANICAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1994.

The document number of this corporation is P94000002666.

I further certify that said corporation has paid all fees due this office through December 31, 2006, that its most recent annual report/uniform business report was filed on January 10, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Tenth day of January, 2006



CR2EO22 (01-06)

*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

AC#1500231

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L04072101704

DATE	BATCH NUMBER	LICENSE NBR
07/21/2004	040074594	CMC057200


The MECHANICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2006

FLOWERS, WILLIAM SHAWN  
MASTER MECHANICAL SERVICES INC  
6187 NW 167 STREET #H25  
MIAMI FL 33015

JEB BUSH  
GOVERNOR

DIANE CARR  
SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CMC057200 07/21/04 040074594

CERTIFIED MECHANICAL CONTRACTOR  
FLOWERS, WILLIAM SHAWN  
MASTER MECHANICAL SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date: AUG 31, 2006 L04072101704

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
14th FLOOR  
MIAMI, FL 33130

2005 OCCUPATIONAL LICENSE TAX 2006  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2006  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

454982-1 THIS IS NOT A BILL-DO NOT PAY RENEWAL  
BUSINESS NAME / LOCATION LICENSE NO. 474984-3  
MASTER MECHANICAL SERVICES INC STATE# CMC057200  
6187 NW 167 ST H25  
33015 UNIN DADE COUNTY

OWNER  
MASTER MECHANICAL SERVICES INC  
Sec. Type of Business WORKER/S  
196 GENERAL MECHANICAL CONTRACTOR 4

THIS IS AN OCCUPATIONAL  
TAX ONLY. IT DOES NOT  
PERMIT THE LICENSEE TO  
VIOLATE ANY EXISTING  
REGULATORY OR ZONING  
LAWS OF THE COUNTY OR  
CITIES. NOR DOES IT  
EXEMPT THE LICENSEE  
FROM ANY OTHER LICENSE  
OR PERMIT REQUIRED BY  
LAW. THIS IS NOT A  
CERTIFICATION OF THE  
LICENSEE'S QUALIFICA-  
TION.

DO NOT FORWARD

MASTER MECHANICAL SERVICES INC  
JOANN PINNA PRES  
6187 NW 167 ST H25  
MIAMI FL 33015

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR

08/23/2005  
00200000072  
000075.00